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Attorneys for Plaintiffs Seiko Epson Corporation
and Epson America, Inc.

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Seiko Epson Corporation and Epson
America, Inc.,) Case No. 3:16-cv-00524-RCJ-VPC
Plaintiffs,
v.
InkSystem LLC, et al.,)
Defendants.) AMENDED ORDER FOR
ASSET SEIZURE AND
IMPOUNDMENT

The Court issued its Order for Asset Seizure and Impoundment against Defendants AF LLC, ART LLC, Inkredible LLC LLC, Andriy Kravchuk, Igor Bielov, Artem Koshkalda and Vitalii Maliuk on August 22, 2017, Docket No. 159.

On October 10, 2017, the Court issued an Order setting a hearing on Plaintiffs Seiko Epson Corporation and Epson America, Inc.’s (collectively “Plaintiffs”) *Emergency Ex Parte* Application for Order to Show Cause re Contempt as to Artem Koshkalda and Vladimir Westbrook, Docket No. 155 (“Motion to Show Cause”),

1 providing Defendant Koshkalda an extension to respond to the Motion to Show Cause
2 and requiring Defendants Koshkalda and Westbrook's personal appearance before the
3 Court on October 23, 2017 at 11:00 am. Docket No. 222. Defendant Koshkalda filed his
4 response to the Motion to Show Cause on October 18, 2017, Docket No. 228, and
5 Plaintiffs filed their Objections and Reply on October 20, 2017. Docket Nos. 229-230.
6 Notice of the Hearing Location was also issued on October 20, 2017. Docket No. 227.
7 Plaintiffs also served Notices of the October 10, 2017, Order, as well as the Notice of the
8 Hearing Location on Defendants. Docket Nos. 234-235, 248. Despite notice of the
9 October 10, 2017, Order, Defendants Koshkalda and Westbrook did not personally
10 appear at the hearing on October 23, 2017 at 11:00 am, and therefore, the Court hereby
11 finds Defendants Koshkalda and Westbrook in contempt of Court and AMENDS its
12 Order for Asset Seizure and Impoundment as set forth herein as against Defendants
13 Artem Koshkalda, ART LLC, and any other company owned or controlled by him
14 ("Defendants"), as well as any individuals acting in concert with them, including
15 Vladimir Slobodianiuk a/k/a Volodymyr Slobodianiuk a/k/a Vladimir Westbrook
16 ("Westbrook"), having made the following findings:

17 1. Plaintiffs have made a strong showing of success on the merits in showing
18 that Defendants are using Plaintiffs' trademarks or marks confusingly similar to
19 Plaintiffs' trademarks, including those attached hereto as Exhibit A ("Plaintiffs'
20 Trademarks") in connection with the importation, manufacture, distribution, sale and
21 offer for sale of counterfeit and/or infringing ink cartridges bearing unauthorized
22 reproductions or substantially similar copies of registered trademarks owned by Plaintiffs
23 ("Unauthorized Products").

24 2. Defendants' discovery defaults further strengthen the conclusion of
25 Plaintiffs' likelihood of success on the merits.

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1 3. Plaintiffs have shown that proceeds from Defendants' infringement were
2 deposited into a large number of bank accounts and also used to purchase valuable real
3 estate, among other things.

4 4. Plaintiffs have shown that Defendants have and are likely to further
5 liquidate or dissipate assets, that they have a history of transferring money to family
6 members and using shell companies to hide assets or the source of money, and that they
7 are a flight risk such that Plaintiffs will be unable to obtain an equitable accounting or
8 recover Defendants' profits if the relief is not granted.

9 5. The Defendants' dissipation, secreting, and hiding of assets will result in
10 immediate and irreparable injury to Plaintiffs if this relief is not ordered.

11 6. The harm to Plaintiffs of denying the requested injunction outweighs the
12 harm to the legitimate interest of Defendants from granting such order.

13 7. The public interest is served by entry of the present order to prevent
14 Defendants from profiting from their infringement.

15 8. The Court has jurisdiction over the subject matter of this action and over
16 Plaintiffs and Defendants.

17 9. Plaintiffs have shown that Defendants have access to funds outside of this
18 Court's prior Temporary Restraining Order and Order for Asset Freeze and
19 Impoundment and that Defendant Koshkalda, and others, have acted in violation and in
20 willful contempt of those Orders despite service and actual notice of the Orders.

21 10. THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND
22 DECREED that Defendants, any person acting in concert with them, whether acting
23 directly or through any entity, corporation, subsidiary, division, affiliate or other device, or
24 any third-party service provider who is served with a copy of this Order, other than
25 Inksystem LLC and Lucky Print LLC, or has knowledge of this Order by personal
26 service or otherwise, are enjoined and restrained from:

- a. Transferring, converting, encumbering, selling, concealing, dissipating, disbursing, assigning, spending, withdrawing, perfecting a security interest in, or otherwise disposing of any funds, real or personal property, accounts, contracts, or other assets, wherever located, including outside the United States, including but in no way limited to those accounts and assets identified in Exhibit B, and for clarity, expressly excluding those of Inksystem LLC and Lucky Print LLC, that are:
 - i. owned or controlled by, or in the actual or constructive possession of any Defendant;
 - ii. owned or controlled by, or held for the benefit of, directly or indirectly, any Defendant, in whole or in part;
 - iii. owned or controlled by, or in the actual or constructive possession of or otherwise held for the benefit of, any corporation, partnership, or other entity directly or indirectly owned, managed, or controlled by any of the Defendants (including but not limited to Sancase LLC, Vilacet LLC, and Renoca LLC), including, but not limited to, any assets held by, for, or subject to access by, any of the Defendants at any bank or savings and loan institution, or with any broker-dealer, escrow agent, title company, or other financial institution or depository of any kind;
- b. Opening or causing to be opened any new accounts or safe deposit boxes titled in the name of any Defendant, or subject to access by any Defendant, expressly excluding those of Inksystem LLC and Lucky Print LLC;
- c. Obtaining a personal or secured loan encumbering the assets of any Defendant, or subject to access by any Defendant, expressly excluding those of Inksystem LLC and Lucky Print LLC;

- 1 d. Incurring liens or other encumbrances on real property, personal property, or
- 2 other assets in the name, singly or jointly, of any Defendant or of any
- 3 corporation, partnership, or other entity directly or indirectly owned,
- 4 managed, or controlled by any Defendant, expressly excluding those of
- 5 Inksystem LLC and Lucky Print LLC; or
- 6 e. Incurring charges or cash advances on any credit card or prepaid debit, credit
- 7 or other bank card, issued in the name, singly or jointly, of any Defendant or
- 8 any corporation, partnership, or other entity directly or indirectly owned,
- 9 managed, or controlled by any Defendant, expressly excluding those of
- 10 Inksystem LLC and Lucky Print LLC.

11 11. IT IS FURTHER ORDERED that Defendants may pay any monetary
12 Court ordered sanction without leave of Court.

13 12. IT IS FURTHER ORDERED that the assets affected by this Order shall
14 include both existing assets and assets acquired after the effective date of this Order
15 expressly excluding those of Inksystem LLC and Lucky Print LLC.

16 13. IT IS FURTHER ORDERED that Defendants' third-party service
17 providers or others acting in concert with them, specifically including but not limited to
18 Westbrook, or any financial or brokerage institution, business entity, or person served
19 with a copy of this Order that holds, controls, or maintains custody of any account or
20 asset of Defendants, or that has held, controlled, or maintained custody of any such
21 account or asset at any time since the date of entry of this Order, expressly excluding
22 those of Inksystem LLC and Lucky Print LLC, shall:

- 23 a. Hold and retain within its control and prohibit the withdrawal, removal,
24 assignment transfer, encumbrance, disbursement, dissipation, conversion,
25 sale, or other disposal of any such asset except by further Order of this Court;
- 26 b. Provide Plaintiffs' counsel within five (5) business days of service of a copy
27 of this Order, a sworn statement setting forth:

- 1 i. The identification number of each account or asset titled in the
2 name, individually, or jointly, of any of the Defendants, or held on
3 behalf of, or for the benefit of, any of the Defendants, other than
4 accounts for Inksystem LLC and Lucky Print LLC;
- 5 ii. The balance of such account on the date on which this Order is
6 served, whether the account was closed or removed, the date of
7 any such closure or removal, the total funds removed in order to
8 close the account and the name of the person or entity to whom
9 such account or other asset was remitted.

10 14. IT IS FURTHER ORDERED that during the pendency of this action all
11 bank accounts owned by Defendants or any of their corporate entities, other than
12 Inksystem LLC and Lucky Print LLC, to which at least one of the Defendants own some
13 interest, including but in no way limited to those accounts identified in Exhibit B,
14 expressly excluding those of Inksystem LLC and Lucky Print LLC, are hereby
15 impounded.

16 15. IT IS FURTHER ORDERED that Defendants' third-party service
17 providers or others acting in concert with them, or any financial or brokerage institution,
18 business entity, or person served with a copy of this Order that holds, controls, or
19 maintains custody of any account or asset of Defendants, expressly excluding those of
20 Inksystem LLC and Lucky Print LLC, or that has held, controlled, or maintained custody
21 of any such account or asset at any time since the date of entry of this Order shall comply
22 with paragraphs 9-14 herein.

23 16. IT IS FURTHER ORDERED that the Court may appoint a special master
24 or receiver to which Defendants and any of their corporate entities to which at least one
25 of the Defendants own some interest, expressly excluding those of Inksystem LLC and
26 Lucky Print LLC, must report and request authorization to transfer any assets.

17. IT IS FURTHER ORDERED that this Preliminary Injunction is issued without the posting of any additional bond. The bond or surety in the form of a check or cash in the amount of \$100,000, Docket No. 11, currently on file in this case will also be used to secure the payment of any costs or damages, not to exceed twice the sum as may be suffered or sustained by any party who is wrongfully restrained thereby.

18. IT IS FURTHER ORDERED that this Order may be recorded, filed and/or lodged with any local, state or other authority including but not limited to the County Recorder's Office where any real property at issue is located.

19. IT IS FURTHER ORDERED that the Court may change this Order at any time upon application.

20. IT IS FURTHER ORDERED that with respect to Defendants Artem Koshkalda and ART LLC only, this Order will supersede the prior Order for Asset Freeze and Impoundment. Docket No. 159. The Order for Asset Freeze and Impoundment, Docket No. 159, will remain in full force and effect as to all other defendants identified therein and in all other respects except as set forth herein.

21. This Order shall be deemed to have been served upon Defendants at the time of the signing thereof by the Court.

IT IS SO ORDERED.

UNITED STATES DISTRICT JUDGE

Dated: October 27, 2017

EXHIBIT A

SEC'S TRADEMARKS

Trademark	Registration Number	Date of Registration	Class(es) of Goods
EPSON	1,134,004	4/29/1980	9
EPSON	2,144,386	3/17/1998	2, 9 and 16
EPSON	2,949,374	5/10/2005	16
EPSON	3,092,025	5/16/2006	9
EPSON	3,520,274	10/21/2008	9
EPSON EXCEED YOUR VISION	3,448,351	6/17/2008	2, 9 and 16
Better Products for a Better Future	3,875,333	11/16/2010	2, 9, 16 and 40
DURABRITE	2,644,235	10/29/2002	2

EXHIBIT B

Bank Accounts			
	Financial Institution	Account	Account Name/Holder
1	Bank of America, N.A.	1744	ARTEM KOSHKALDA
2	Bank of America, N.A.	0057	ARTEM KOSHKALDA
3	Bank of America, N.A.	0633	ARTEM KOSHKALDA
4	Bank of America, N.A.	1234	ARTEM KOSHKALDA
5	Bank of America, N.A.	0519	ARTEM KOSHKALDA
6	Bank of America, N.A.	0623	ART LLC
7	Bank of America, N.A.	1033	ART LLC
8	Bank of America, N.A.	6624	ART LLC
9	Bank of America, N.A.	7115	ART LLC
10	Bank of America, N.A.	7255	ARTEM KOSHKALDA
11	Bank of America, N.A.	0087	ARTEM KOSHKALDA
12	Bank of America, N.A.	0090	ARTEM KOSHKALDA
13	Bank of America, N.A.	0100	ARTEM KOSHKALDA
14	Bank of America, N.A.	0155	ARTEM KOSHKALDA
15			ARTEM KOSHKALDA DBA BEST DEAL CARTRIDGE
16	Bank of America, N.A.	2797	
17	Bank of America, N.A.	3491	ART LLC
18	Bank of America, N.A.	9178	AF LLC
19	Bank of America, N.A.	9275	AF LLC
20	Bank of America, N.A.	9753	AF LLC
21	Bank of America, N.A.	9766	AF LLC
22			ARTEM KOSHKALDA, SOLE PROP DBA BEST DEAL CARTRIDGE
23	Bank of America, N.A.	7593	
24			ARTEM KOSHKALDA, SOLE PROP DBA BEST DEAL CARTRIDGE (INK SYSTEM)
25	Bank of America, N.A.	7611	
26			ARTEM KOSHKALDA, SOLE PROP DBA BEST DEAL CARTRIDGE (SAVE MONEY CARTRIDGE)
27	Bank of America, N.A.	7654	
28			ARTEM KOSHKALDA, SOLE PROP DBA APTPIZZADEALS
	Bank of America, N.A.	7689	
	Bank of America, N.A.	8964	ART LLC

1	Bank of America, N.A.	8977	ART LLC
2	Bank of America, N.A.	8980	ART LLC
3	Bank of America, N.A.	8533	ART LLC
4	Bank of America, N.A.	8591	ART LLC
5	Bank of America, N.A.	8760	RENOCA LLC
6	Bank of America, N.A.	9099	PRIVAT GROUP LLC
7	Citibank Fsb	8374	Art LLC
8	Citibank Fsb	8390	Art LLC
9	Citibank Fsb	8382	Art LLC
10	Citibank Fsb	6310	AF LLC
11	Citibank Fsb	6294	AF LLC
12	Citibank Fsb	6302	AF LLC
13	JP Morgan Chase Bank, N.A.	7586	Art LLC
14	JP Morgan Chase Bank, N.A.	8931	Art LLC
15	JP Morgan Chase Bank, N.A.	9772	Art LLC
16	Umpqua Bank	2549	AF LLC
17	Umpqua Bank	6949	AF LLC
18	Umpqua Bank	8355	AF LLC
19	Wells Fargo Bank, N.A.	5138	3Day Shipping
20	Wells Fargo Bank, N.A.	7982	Artem Koshkalda dba Art
21	Wells Fargo Bank, N.A.	7966	Artem Koshkalda dba Art
22	Wells Fargo Bank, N.A.	4158	Artem Koshkalda dba ART
23	Wells Fargo Bank, N.A.	2935	Artem Koshkalda dba ART
24	Wells Fargo Bank, N.A.	7974	Artem Koshkalda dba ART
25	Wells Fargo Bank, N.A.	0399	Artem Koshkalda
26	Wells Fargo Bank, N.A.	8446	Artem Koshkalda
27	Wells Fargo Bank, N.A.	6747	Artem Koshkalda dba ART
28	Wells Fargo Bank, N.A.	2551	Artem Koshkalda dba ART
29	Wells Fargo Bank, N.A.	0961	Artem Koshkalda dba Bestdealcartridge
30	Wells Fargo Bank, N.A.	6987	Artem Koshkalda dba Featured
31	Wells Fargo Bank, N.A.	4125	Artem Koshkalda dba PRICEMATTERS
32	Wells Fargo Bank, N.A.	2972	Artem Koshkalda dba Featured
33	Wells Fargo Bank, N.A.	3057	Artem Koshkalda dba ART

25 **Account Holder Identification Information**

26 Artem Koshkalda
27 ART LLC

SSN: [REDACTED] 2658
EIN: [REDACTED] 4186

1 Renoca LLC

CA Sec. of State File
Number: 201634110191

2 Sancase LLC

CA Sec. of State File
Number: 201634210211

3 Vilacet LLC

CA Sec. of State File
Number: 201634310118

5	Owner/ Related Defendant	Address	APN	Recordin g Date	Document No.	Status
7	Artem Koshkalda	38868 Thimbleberry Place Newark, CA 94560	92A260018	10/3/16	2016253277	
10	Artem Koshkalda	1012 Giacomo Ln. San Jose, CA 95131	24146001	12/30/16	23546827/ 23546826	Transferred to Renoca LLC
12	Artem Koshkalda	401 Harrison St., #4A San Francisco, CA 94105	3765414	1/23/17	K399066-00	Transferred to Vilacet LLC
14	Artem Koshkalda	401 Harrison St., #4D San Francisco, CA 94105	3765417	1/19/17	K396635-00	Transferred to Vilacet LLC
16	Artem Koshkalda	253 Friedell St. San Francisco, CA 94124	4591C-462	1/19/17	K396638-00	Transferred to Renoca LLC
18	Artem Koshkalda	388 Fulton St., #207 San Francisco, CA 94102	0785072	1/19/17	K396636-00	Transferred to Vilacet LLC
20	Artem Koshkalda	11 Franklin St., San Francisco, CA 94102 (<i>Unit #s Unknown</i>)	0837003	9/23/16	K333115-00	
22	Artem Koshkalda	11 Franklin St., # 502 San Francisco, CA 94102	0837117	11/1/16	K352816-00	
24	Artem Koshkalda	338 Portrero Ave., #402 San Francisco, CA 94103	3962032	12/20/16	K377429-00	
26	Artem Koshkalda & Andriy Kravchuk	One Mission Bay Property (address unknown)				

1	Artem Koshkalda	Tanglewood by Summerhill Homes Property (address unknown)				
2	Artem Koshkalda	Saverio/Pulte Homes Property (address unknown)				

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PROOF OF SERVICE

I, the undersigned, certify and declare that I am over the age of 18 years, employed in the County of Los Angeles, and not a party to the above-entitled cause. I am employed by a member of the Bar of the United States District Court of Nevada. My business address is 520 East Wilson Avenue, Suite 200, Glendale, California 91206.

On October 26, 2017, I served on the interested parties in this action with:

NOTICE OF LODGING OF [PROPOSED] ORDERS RE CONTEMPT AS TO ARTEM KOSHKALDA AND VLADIMIR WESTBROOK

in support for the following civil action:

Seiko Epson Corporation, et al. v. InkSystem LLC, et al.

x via the United States District Court CM/ECF system;

x by email to artemkoshkalda@gmail.com for Defendants Artem Koshkalda and ART LLC per Defendant Koshkalda's request;

Artem Koshkalda 1280 Terminal Way, Ste. 28 Reno, NV 89502 [via email to artemkoshkalda@gmail.com per Defendant's request and via ECF]	Art LLC 1280 Terminal Way, Ste. 28 Reno, NV 89502 [via email to artemkoshkalda@gmail.com per Defendant's request]
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X by placing a true copy thereof in an envelope to be immediately sealed thereafter to the below Defendants. I am readily familiar with the office's practice of collecting and processing correspondence for mailing. Under that practice it would be deposited with the United States Postal Service on the same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service presumed invalid if postal cancellation date or postage meter is more than one day after date of deposit for mailing in affidavit.

InkSystem LLC 1000 Bible Way, Apt. 40 Reno, NV 89502	Lucky Print LLC 1000 Bible Way, Apt. 40 Reno, NV 89502
Vitalii Maliuk 675 Fairview Dr., Ste. 233 Carson City, NV 89701	Inkredible LLC LLC 675 Fairview Dr., Ste. 233 Carson City, NV 89701
Andriy Kravchuk 1000 Bible Way, Apt. 40 Reno, NV 89502	Igor V. Bielov 390 Freeport Blvd., Ste. 6 Sparks, NV 89431
AF LLC 390 Freeport Blvd., Ste. 6 Sparks, NV 89431	KBF LLC [REDACTED] Campbell, CA 95008

Proof of Service

Page 2 of 2

Vladimir Slobodianiuk a/k/a Volodymyr Slobodianiuk a/k/a Vladimir Westbrook [REDACTED] Campbell, CA 95008	KBF LLC c/o Volodymyr Slobodianiuk 2787 Moorpark Ave. San Jose, CA 95128
Karine Vardanian a/k/a Karine Christ a/k/a Karine Crist a/k/a Karine Westbrook [REDACTED] Campbell, CA 95008	Alado LLC 1280 Terminal Way #28 Reno, NV 89502
Veles LLC 1280 Terminal Way #28 Reno, NV 89502	Kristina Antonova a/k/a Krystyna Antonova a/k/a Kristy Antonova a/k/a Krystyna Antanova a/k/a Krystyna Taryanik [REDACTED] San Jose, CA 95117
Karine LLC 1280 Terminal Way #28 Reno, NV 89502	Roman Taryanik [REDACTED] San Jose, CA 95117
KBF LLC c/o Nevada Secretary of State 202 N. Carson St. Carson City, NV 89701	

Place of Mailing: Glendale, California
Executed on October 26, 2017 at Glendale, California



Katrina Bartolome